

## TOWN ADMINISTRATOR REPORT

To: Town Board

From: Michael Kuchta

DATES COVERED IN REPORT: Nov. 11-22, 2023

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### 1. Accomplished/Completed

- **2024 Budget Book.** Created 36-page Budget Book for Town Meeting; copies are at Town Hall and posted on website. Created legally required posting and estimated tax statement by state deadline.

### 2. Coming Up

- **WTA Unit Meeting.** Monday Nov. 27, 7 p.m., Pilsen Town Hall.
- **Harbor Commission Q&A.** Thursday Nov. 30, 4:45 p.m.
- **Public hearing on budget, Town Meeting on tax levy.** Tuesday Dec. 5, 5 p.m.

### 3. Town Board Agenda – Information/Comments

- **RFP for Building Inspection Services.** The current contract with the Town's designated building inspector is 5 years old. Best practice is that these types of contracts should be re-opened every 3-5 years. The contract requires 90 days' notice of termination.
- **Joint Powers Agreement.** This is an annual agreement that commits La Pointe ambulance, fire, and police to respond to any incident if dispatched through the Ashland County 911 system.
- **Treasurer appointment.** The search team is scheduled to interview one candidate on the morning of Nov. 28. They may make a recommendation at the Board meeting to make an appointment or to repost the vacancy.
- **Ford F-250.** The fire department seeks permission to sell its 1994 utility/brush pickup. The Town's purchasing policy requires Board approval.
- **MOU with Ashland County for eDispatches.** This is an annual contract (\$425) so that volunteer firefighters and ambulance service members can receive alerts directly on their cell phones, rather than needing to carry pagers. The recommended motion: "Authorize the fire chief to sign the eDispatches MOU for calendar year 2024 and for accounting to pay the invoice."

### 4. Follow Up on Previous/Ongoing Projects

- **Airport.** Paul Wilharm and I met Nov. 15 with Mark Graczkowski of state BOA regarding airport terminal renovation.
- **Hagen Road.** Ben Schram and I signed off on the Hazardous Materials Assessment and Pavement Design Report for the 2024 reconstruction project.
- **Land trust.** The CheqBuilt affordable housing land trust for Ashland and Bayfield counties filed articles of incorporation with the state on Nov. 21.
- **Mondamin Trail.** The Town's application for LRIP funding is ranked 4<sup>th</sup> in the county; it is being submitted to the state for further consideration.
- **Snow guards.** Berghammer Builders installed snow guards on the Clinic and ESB roofs.
- **Technology.** I completed the annual "true up" for Microsoft licenses, the annual compliance certification for the Payment Card Industry, and the annual certification for our .gov domain registration; I submitted documentation to validate our SAM.gov account.

**5. Grant Report**

- **Community Opportunity Fund.** I am exploring whether there are possibilities of submitting Town projects to this fund through the Duluth Superior Area Community Foundation. Proposal deadline is Dec. 22.

**6. Lawsuits/Legal Issues**

- **Ashland County.** Following the closed session discussion with attorneys on Nov. 22, Board members can decide whether any follow-up action is required.

**7. Other Information**

- **Vacation.** I will be on vacation Wednesday-Friday, Nov. 29-Dec. 1.



**TOWN OF LA POINTE**  
**MADELINE ISLAND**  
240 Big Bay Road  
PO Box 270  
LA POINTE, WI 54850  
715-747-6913

## **REQUEST FOR PROPOSALS (RFP)**

### **BUILDING INSPECTION SERVICES**

#### **1. Summary and Background**

The Town of La Pointe ("Town") is issuing a Request for Proposals ("RFP") for building inspection services. Services include but are not limited to plan review, residential and commercial inspections, collection of fees, and State-required maintenance of records and reports. Services will be conducted under a multi-year contract that will begin on or about April 1, 2024. The authority enabling these services is provided under Wisconsin Statutes 101.65 and 101.76.

The Town is issuing this RFP to ensure competitive pricing and services for the benefit of La Pointe property owners. The Town is committed to an objective and open selection process.

#### **2. Proposal Guidelines**

##### **2.1. Proposal Deadline**

Proposals will be accepted until 4 p.m. Central Time on Thursday Dec. 21, 2023.

##### **2.2. Submission Requirements**

Proposals must be sealed, marked with the Respondent's name and address, labeled "**Inspector**" and delivered by the Proposal deadline to:

Town Clerk  
Town of La Pointe  
PO Box 270  
240 Big Bay Road  
La Pointe, WI 54850

RECEIVED  
NOV 21 2023  
Initial: dg

Hand-delivered copies will be accepted at the above address only between 8 a.m. and 4 p.m. Central Time, Monday through Friday, excluding holidays observed by the Town. Respondents should be aware that delivery to the island may be affected by ferry schedules and other conditions beyond the Town's control. Alternatively, Proposals may be emailed to: [clerk@townoflaointewi.gov](mailto:clerk@townoflaointewi.gov).

##### **2.3. RFP Timetable**

The anticipated schedule for the RFP is:

- RFP Available Wednesday Nov. 29, 2023
- Proposal deadline Thursday Dec. 21, 2023, 4:00 p.m. Central Time

- Proposals opened Tuesday Dec. 26, 4:45 p.m. Central Time
- Staff review of proposals, contract developed Dec. 29, 2023-Jan. 5, 2024
- Town Board votes on recommended proposal Jan. 9, 2024

#### **2.4 Inquiries**

Copies of the Request for Proposal are available on the Town website ([www.townoflapointewi.gov](http://www.townoflapointewi.gov)) or by contacting Town Hall. Questions should be directed to:

Ed Schaffer  
 Zoning Administrator  
 PO Box 270, 240 Big Bay Road  
 La Pointe, WI 54850  
 715-747-2707  
[zoning@townoflapoinewi.gov](mailto:zoning@townoflapoinewi.gov)

#### **2.5. Content of Proposal**

To facilitate the Town's objective evaluation of proposals, Respondents should submit the following:

- 2.5.1. The Submittal Form (see last page of this RFP)
- 2.5.2. A list of persons who would conduct inspections, and their credentials/certifications.
- 2.5.3. A Proposal prepared with a straightforward, concise description of the Respondent's capabilities to satisfy the Scope of Work (Section 3).
- 2.5.4. The type of compensation desired by the Respondent from the owner or builder, such as a percentage of the established inspection fee or a fixed-dollar amount per inspection. If the charge is per inspection, include examples of the fee required for routine projects (such as single-family dwellings or home additions).
- 2.5.5. Any costs for specific activities that will be billed in addition to the standard fees, such as mileage, ferry fees, or postage.
- 2.5.6. Any costs for specific activities that will be billed to the Town that are separate from fees charged to owners or builders.
- 2.5.7. A summary of how inspections, paperwork, and invoicing would be managed.
- 2.5.8. Two (2) references of previous or current clients; provide name, address, email, telephone, and affiliation of all references on a separate page.
- 2.5.9. The Proposal must be signed by an individual who is legally authorized to enter into a contractual relationship in the name of the Respondent. Proposals must remain valid for at least 60 days from the Proposal opening date (see Submittal Form on last page of this RFP).

#### **2.6. Additional Proposal Information**

- 2.6.1. The Town will not change or supersede the written requirements in this RFP except by written addendum.
- 2.6.2. Submission of any Proposal indicates acceptance of the conditions contained in the RFP and willingness to enter a contract containing those conditions, unless clearly and specifically noted otherwise in the proposal.
- 2.6.3. All expenses involved with the preparation and submission of the RFP to the Town are the responsibility of the Respondent.
- 2.6.4. All materials submitted in connection with this RFP will be public documents and subject to the Open Records Law and related laws and policies of the State of Wisconsin and of

- the Town. All materials remain the property of the Town and will not be returned to the Respondent.
- 2.6.5. A list of names of Respondents responding to the RFP may be obtained from the Town Administrator after the Proposal deadline.
  - 2.6.6. The issuance of this RFP constitutes only an invitation to present a Proposal. The Town reserves the right to determine, at its sole discretion, whether any aspect of a Respondent's Proposal meets the criteria in this RFP. The Town also reserves the right to seek clarifications, to negotiate with any vendor submitting a response, to modify the procurement process and schedule, to waive any technicalities or irregularities, to reject any or all responses with or without cause, and to accept the response that is determined to be in the best interest of the Town.
  - 2.6.7. In the event this RFP is withdrawn for any reason, the Town shall have no liability to any Respondent for any costs or expenses incurred in connection with this RFP or otherwise. All Respondents to this RFP shall hold harmless the Town and any of their officers and employees from all suits and claims alleged to be a result of this RFP.

### **3. Scope of Work**

- 3.1. The designated building inspector ("Inspector") acts as an agent of the Town and shall, at a minimum:
  - 3.1.1. Maintain all required certifications in the disciplines of residential and commercial construction, plumbing, electrical, energy conservation and heating, ventilating, and air conditioning.
  - 3.1.2. Work directly with owners, builders, and Town staff to complete the application and inspection process. Conduct all necessary and required on-site inspections of permitted activities such as, but not limited to, residential and commercial construction, alterations, and additions.
  - 3.1.3. Review building plans and conduct all necessary and required structural, electrical, plumbing, and HVAC inspections on residential and commercial construction within the Town. Inspections include footings, foundations, basement floors, site erosion control, and final occupancies.
  - 3.1.4. Instruct owners and builders on how to achieve or maintain compliance with appropriate codes, ordinances, and statutes.
  - 3.1.5. Submit monthly summary inspection reports in writing to a designated Town representative on the number, type, and method of inspections performed.
  - 3.1.6. Respond to inquiries in person, by telephone, or by email in a timely fashion.
  - 3.1.7. Investigate and/or assist with the investigation of complaints related to State building codes and the Town Code of Ordinances, including but not limited to inspections for occupancy permits and conditional use permits.
  - 3.1.8. Prepare and maintain state-required records and reports.
  - 3.1.9. Collect fees directly from the owner or builder for services rendered.
  - 3.1.10. Assist Town staff with inquiries.
  - 3.1.11. Provide UDC and commercial building application forms and educational materials to Town staff for public use.
  - 3.1.12. Meet with Town staff not less than once each year (or more frequently if requested).

- 3.1.13. Hold an annual meeting for contractors and property owners in order to provide updates on the Uniform Dwelling and Commercial building codes.
- 3.1.14. Write one article per year for the Island Gazette regarding UDC and Commercial building code information.

#### **4. Information for Selected Respondent**

##### **4.1. Required Documentation**

- 4.1.1. The selected Respondent will be required to provide a current W-9.
- 4.1.2. The selected Respondent shall be an independent contractor in regard to the Town, not an employee of the Town; as such, the selected Respondent will be required to complete a 9-Point Test.

##### **4.2. Insurance**

- 4.2.1. The selected Respondent will be required to provide proof of liability insurance before work can begin, and shall continue to provide proof annually. General liability insurance should cover a minimum of \$1,000,000 per incident, list the Town as an additional insured, and meet all applicable state and federal laws.
- 4.2.2. Workers compensation insurance shall be as required by the State of Wisconsin. The selected vendor shall procure and maintain for the life of the contract workers compensation insurance covering all employees, with limits meeting all applicable state and federal laws.
- 4.2.3. This coverage shall extend to any subcontractor that does not have its own worker's compensation or employer's liability insurance.

##### **4.3. Jurisdiction**

Any contract resulting from this RFP shall be governed in all respects by the laws of the State of Wisconsin and any litigation with respect thereto shall be brought in the courts of the State of Wisconsin. The contractor shall comply with applicable federal, state, and local laws and regulations.

**REGULAR LIBRARY BOARD MEETING**  
**Thursday October 17, 2023**  
**5:00 PM LIBRARY 2<sup>nd</sup> Floor/Zoom**  
**Minutes**

**Members present:** Keith Ryskoski (President), Mary Whittaker, Kerrey Andreas, Peggy Ross and Katie Sanders  
**Members absent:** Beth Papp and Marilyn Hartig  
**Staff present:** Lauren Schuppe, Library Director

The Madeline Island Library Board meeting was called to order by Keith Ryskoski.

**I. Public Comment – none**

**II. Minutes**

**A. Regular Library Board Meeting September 28, 2023**

Motion by Katie to approve the above minutes as presented, seconded by Mary, all ayes. Motion Carried.

*Clerical note; Peggy was not present for this vote.*

**IV. Vouchers**

**A. Sign Directors Timesheet**

Timesheets submitted for weeks ending 9/30/23 and 10/14/23.

Motion by Mary to approve signing director's timesheets, seconded by Katie, all ayes. Motion Carried.

*Clerical note; Peggy was not present for this vote.*

**B. Approve Bills**

Norvado	\$ 46.79
Elan Financial Services	413.37
Chris Dooley	660.00
Madeline Sanitary	102.00
Midland Services	164.60

Lauren apologized for e-mailing the information so late. She will work on coordinating information to get this streamlined and to the board on time.

Motion by Kerrey to approve paying bills as presented, seconded by Mary, all ayes. Motion Carried.

*Clerical note; Peggy was not present for this vote.*

### **C. Sign Collection Development Grant**

Lauren explained that this grant is typically signed in February with the NWLS operating agreement. It was missed as the e-mail went into her spam folder. Lauren asked and was granted an extension. The grant is for \$749.82 which Lauren will submit book purchase receipts to be reimbursed up to this amount.

Motion by Katie to approve signing the NWLS Collection Development Grant, seconded by Mary, all ayes. Motion Carried.

## **V. Directors Report**

- Lauren is working on mapping out the remaining 2023 budget spending. There are extra funds in Summer Rec wages that she intends to use for winter rec purchases before the end of the year.
- Makerspace supplies have been purchased with grant funds and Micaela will be doing focused makerspace nights in November.
- Lauren is currently on vacation (using up her extended vacation hours) through the end of the month.

## **VI. Ongoing Projects**

### **A. Friends of the Library**

Discussion about concerns Katie has regarding the Friends of the Library group status and how it falls under American Library Association rules. Lauren explains the Circle of Friends group would be an ad hoc committee of the Library Board, unlike a Friends of the Library 501c3, with donations being managed in a designated fund with the Town as our current designated funds are.

Discussion on the roles of the Library Director in the provided Memorandum of Understanding (MOU). Consensus that the Library Board would like more time to look over the latest MOU received from Jane Vogt as they have not had ample time to review. Kieth asked for Library Board members to e-mail (the entire board including Lauren) questions or items needing clarification. Kerrey (Library Board liaison to Circle of Friends) will relay to the Circle of Friends with the goal of having a final MOU draft to the Library Board by Wed. 11/14/23 so they have time to fully review before the next regular board meeting on 11/21/23.

#### **1. Approve Circle of Friends Committee**

Motion by Peggy to approve the creation of the ad hoc Circle of Friends Committee with the core founding members being; Helen Roland, Mimi Smith, Jane Vogt, Alex Smith and Kerrey Andreas (Library Board liaison), seconded by Katie, all ayes. Motion Carried.

*Clerical note; Mary was not present for this vote.*

#### **2. Approve Circle of Friends Memorandum of Understanding**

Motion by Katie to table until further review, seconded by Peggy, all ayes. Motion Carried.

*Clerical note; Mary was not present for this vote.*

**B. Library Community Center RFP** – no update

**C. Island Makerspace: create, innovate, elevate** – discussed in directors report

**D. Strategic Plan** – will be on December agenda



**VII. Future Agenda Items**

Circle of Friends MOU, Art Purchase Award, Scholarships (Dec. agenda)

**Adjourn:**

Motion by Peggy to adjourn, seconded by Katie, all ayes. Motion Carried.

Minutes taken from recording and submitted by Dorgene Goetsch, Clerical Assistant.

Minutes approved as presented 11/21/23. D. Goetsch, Clerical Assistant

**Town of La Pointe  
Affordable Housing Advisory Committee  
Tuesday October 10, 2023  
10:00 am Town Hall/Zoom  
Minutes**

Members present: Katie Sanders (Chair), Jane Vogt, Charlie Bertel, Mark Pass, Robert Kramer  
Members absent: Cedar Schimke, Gwen Smith Patterson, Rachel Rosen and Jim Peters  
Members on leave of absence: Lauren Schuppe  
Staff present: Michael Kuchta, Town Administrator  
Glenn Carlson, Town Board Chair

1. **Call to Order/Roll Call**  
Meeting called to order by Katie Sanders.
2. **Public Comment – none**
3. **Minutes of the following meetings to be considered for approval:**
  - A. **September 12, 2023**  
Motion by Jane to approve the minutes as presented, seconded by Charlie, all ayes. Motion Carried.
4. **Discussion with Town Board Chair, Glenn Carlson**
  - General discussion around if there is still a role for this committee. Glenn stated Michael K will still be spearheading a search for a builder to finish what the committee proposed in their RFQ, but there is no specific timetable.
  - Glenn is looking for the committee to let the Town Board know what they are interested in pursuing and the committee is looking for direction from the Town Board.
  - Committee consensus that the purpose of this committee, as listed in their bylaws, is broad enough that if the Town Board sees a role for them, they will continue -- but meet on a quarterly basis after assigning individual tasks next month.
  - Katie read the goals from the committee's first presentation; most of them have been completed or are in process.
  - Michael stated he thought the things this committee has accomplished in the last 2 years have been a victory. Moving forward he will keep the lines of communication open with the connections that have been made and continue to work with resources that become available. He also suggested areas where this committee would be a resource to him and the community.
5. **Reports & Updates**
  - A. **Housing database/resource update**  
Cedar has done some initial work and Katie will be taking this task over.
  - B. **CheqBUILT community land trust – Charlie**  
Charlie gave an overview of the status of the CheqBUILT project including professions involved and funding. The group is currently working on a charter and bylaws.

**C. Other**

Jane will continue her work on Habitat for Humanity resources with the help of Marie Iannazzo.

Robert will provide support as needed but would like to resign from the committee at this time.

**6. Recommendations to Town Board**

Motion by Charlie to ask the Town Board to reaffirm their charter, seconded by Jane, all ayes. Motion Carried.

**7. Public Comment**

**8. Set Next Meeting Agenda and Date**

Next meeting scheduled for Tuesday 11/14/2023, 1 pm at Town Hall/Zoom. Katie will confirm the time with committee members not in attendance today.

Agenda: assign individual tasks.

**9. Adjourn**

Motion by Charlie to adjourn, seconded by Jane, all ayes. Motion Carried.

Minutes taken from recording and submitted by Dorgene Goetsch, Clerical Assistant

Minutes approved as presented 11/14/23. D. Goetsch, Clerical Assistant

**TOWN OF LA POINTE**  
**Board of Harbor Commissioners**  
**THURSDAY November 9<sup>th</sup>, 2023**  
**9:00 a.m. at Town Hall and via Zoom**  
**Approved Minutes**

**Commissioners Present:** Mike Anderson, Michael Collins, Zach Montagne, Evan Erickson Jr., Pete Ross, Michael Childers, Carol Neubauer

**Staff Present:** Lauren Burtaux, Harbor Commission Secretary; Michael Kuchta, Town Administrator, Glenn Carlson, Town Chair

1. Call to Order: Meeting called to order at 9:00am by M. Childers.
2. Roll Call: Members and staff present as listed above.
3. Public Comment: None.
4. Minutes 11/2/23: Motion by M. Anderson to approve the minutes as presented, seconded by M. Collins, no discussion, Z. Montagne abstains, all in favor, Motion Carried.
5. Committees – Updates:
  - a. President:
    - i. M. Childers and C. Neubauer, along with G. Carlson, met with Bremer Bank representatives and Sean Lentz, from Ehlers to review final elements of the transaction.
    - ii. Discussion of how MAG card balances will be transferred when ownership changes. The valuation of outstanding revenues from MAG cards will likely be part of a settlement statement. They will remain the same on the customer's end.
  - b. Communications: None.
  - c. Operating Agreement: M. Childers had a conversation with Tim Feldhausen from Amundsen Davis (Harbor Commission lawyer) about email from MIFL lawyer, Steve Bers, that modifies the management agreement to a potential four-year term. T. Feldhausen is reviewing this. All agreements are in final draft form.
  - d. Purchase Agreement: None.
  - e. Other:
    - i. C. Neubauer is working on the capital maintenance plan issued by Madeline Island Ferry Line. Per request of the bank, this was sent to the Washington Island Ferry for review and feedback/notes.
    - ii. Question of management contract conflicting with tax exempt status. Sean Lentz has investigated this, but C. Neubauer has sent the question to Bob Toftey, a bond attorney from Fryberger Law Firm (Duluth, MN), to review as well.
    - iii. C. Neubauer explains potential of anticipation notes, to subordinate debt, on a five-year note. This will give the Harbor Commission time to explore

potential financing from the state and federal government. The notes will be \$500,000 minimum.

6. **Question/Answers Discussion:** Commissioner Ross and Commissioner Anderson submitted questions, along with one question from the public. Z. Montagne suggests a concise list of FAQs to hand out to the public prior to the hearing. M. Collins will write an opening statement for the hearing. The hearing date will be set once the final numbers come from the Ehlers and Bremer Bank.
7. **Offers of Assistance:** Madeline Island Ferry Line reached out to Childers regarding two items:
  - a. MIFL's agreement with the Bayfield Inn for employees to occasionally stay overnight as needed.
  - b. Rittenhouse dock lease.
    - i. The advice of council is to not sign any agreements until execution of the sale as the Harbor Commission does not have any authority. M. Childers suggested that the response to MIFL will be that they should continue agreements as needed, but that the Harbor Commission does not have authority to sign any agreements.
8. **Approval of Bills:** None.
9. **Future Agenda Items:** Schedule public question and answer meeting.
10. **Meeting Dates:** Thursday, November 16<sup>th</sup>, at 9am.

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11. **Adjourn:** Motion to adjourn meeting by M. Anderson, seconded by M. Collins, all in favor, meeting adjourned at 9:37am.

Respectfully submitted by Lauren Burtaux, Harbor Commission Secretary.  
Minutes approved as presented on Thursday, November 16, 2023, L. Burtaux.

**Joint Powers Agreement  
Between Ashland County  
and the  
Town of La Pointe**

**Ashland County 911 Emergency System**

**WHEREAS**, Ashland County and the municipalities located within the boundaries of Ashland County have implemented an Emergency 911 System for the purposes of providing emergency services to residents and visitors of these municipalities, including firefighting, law enforcement, ambulance, medical and other emergency services; and

**WHEREAS**, Sec. 256.35(9)(a), Wis. Stats. "Joint Powers Agreement," requires that in implementing a 911 system as has been done in Ashland County, public agencies shall annually enter into a Joint Powers Agreement, which Agreement shall be applicable on a daily basis and which shall provide that if an emergency services vehicle is dispatched in response to a request through the Ashland County 911 System, such vehicle shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional boundaries.

**THEREFORE**, in consideration of the mutual promises, agreements and condition contained herein, it is hereby jointly agreed between Ashland County and the Town of La Pointe as follows:

1. That effective January 1, 2024 this agreement shall, thereafter, be applicable on a daily basis from said date through December 31, 2024.
2. That if an emergency services vehicle operated by the municipality, or operated by an agency with which the municipality contracts for that particular emergency service, is dispatched in response to a request through the Ashland County Emergency 911 System, such vehicle (whether owned and operated by the municipality or by the agency) shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional (or as defined by contract) boundaries.
3. That a copy of this Agreement shall be filed with the State Department of Justice, as required by Section 256.35(9)(c), Wis. Stats.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Heather Schutte  
Ashland County Clerk

\_\_\_\_\_  
Glenn Carlson  
Town Chair  
Town of La Pointe

(S)JT.B,TA,AA, Clerk Public

	Fund: 100 - GENERAL FUND		2023 Actual 10/31/2023	2023 Budget	Budget Status	% of Budget
	2023 October	2023 Actual 10/31/2023				
TAXES	106,038.79	2,084,575.89	2,066,629.25	18,046.64	100.87	
SPECIAL ASSESSMENTS	0.00	10,845.16	9,405.00	1,440.16	115.31	
INTERGOVERNMENTAL REVENUES	0.00	156,610.38	238,238.00	-81,627.62	65.74	
LICENSES AND PERMITS	2,315.00	49,663.99	48,067.00	1,596.99	103.32	
FINES, FORFEITS AND PENALTIES	450.00	3,725.00	2,600.00	1,125.00	143.27	
PUBLIC CHARGES FOR SERVICES	23,930.47	502,500.91	464,602.00	37,898.91	108.16	
INTERGOVT. CHARGES FOR SERV.	26,852.76	70,160.86	37,000.00	33,160.86	189.62	
MISCELLANEOUS REVENUES	6,044.64	169,211.01	109,660.00	59,551.01	154.31	
OTHER FINANCING SOURCES	0.00	1,100,449.00	1,533,447.00	-432,998.00	71.76	
<b>Total Revenues</b>	<b>165,631.66</b>	<b>4,147,842.20</b>	<b>4,509,648.25</b>	<b>-361,806.05</b>	<b>91.98</b>	

RECEIVED

Initial dg

Fund: 100 - GENERAL FUND		2023	2023	2023	% of
		Actual	Budget	Budget	Budget
	2023	10/31/2023			
	October				
GENERAL GOVERNMENT	32,669.03	526,741.21	625,175.59	98,434.38	84.25
PUBLIC SAFETY	46,223.73	596,874.25	820,405.00	223,530.75	72.75
PUBLIC WORKS	41,901.91	614,271.21	851,013.80	236,742.59	72.18
HEALTH AND HUMAN SERVICES	6,300.41	42,359.36	44,199.00	1,839.64	95.84
CULTURE, RECREATION AND EDU.	27,063.97	352,994.88	432,295.00	79,300.12	81.66
CONSERVATION AND DEVELOPMENT	2,597.14	102,821.52	176,628.00	73,806.48	58.21
CAPITAL OUTLAY	3,444.09	933,520.49	1,096,186.57	162,666.08	85.16
DEBT SERVICE	11,547.53	304,303.91	424,195.29	119,891.38	71.74
OTHER FINANCING USES	0.00	29,550.00	39,550.00	10,000.00	74.72
<b>Total Expenses</b>	<b>171,747.81</b>	<b>3,503,436.83</b>	<b>4,509,648.25</b>	<b>1,006,211.42</b>	<b>77.69</b>

Net Totals

-6,116.15

644,405.37

0.00

-644,405.37



Dated From: 1/01/2023  
Thru: 10/31/2023

Fund: 100 - GENERAL FUND

	2022 Total	2023 Total
<b>TAXES</b>	1,971,570.65	2,084,675.89
<b>SPECIAL ASSESSMENTS</b>	9,874.83	10,845.16
<b>INTERGOVERNMENTAL REVENUES</b>	236,128.84	156,610.38
<b>LICENSES AND PERMITS</b>	54,769.21	49,663.99
<b>FINES, FORFEITS AND PENALTIES</b>	4,616.19	3,725.00
<b>PUBLIC CHARGES FOR SERVICES</b>	467,841.05	502,500.91
<b>INTERGOV'T. CHARGES FOR SERV.</b>	163,191.07	70,160.86
<b>MISCELLANEOUS REVENUES</b>	195,918.01	169,211.01
<b>OTHER FINANCING SOURCES</b>	21,514.20	1,100,449.00
<b>Total Revenues</b>	<b>3,125,424.05</b>	<b>4,147,842.20</b>

Fund: 100 - GENERAL FUND

Dated From: 1/01/2023

Thru: 10/31/2023

	2022 Total	2023 Total
<b>GENERAL GOVERNMENT</b>	418,981.06	526,741.21
<b>PUBLIC SAFETY</b>	539,625.06	596,874.25
<b>PUBLIC WORKS</b>	662,651.55	614,271.21
<b>HEALTH AND HUMAN SERVICES</b>	34,378.60	42,359.36
<b>CULTURE, RECREATION AND EDU.</b>	351,597.48	352,994.88
<b>CONSERVATION AND DEVELOPMENT</b>	150,495.83	102,821.52
<b>CAPITAL OUTLAY</b>	356,212.57	933,520.49
<b>DEBT SERVICE</b>	317,774.38	304,303.91
<del><b>OTHER FINANCING USES</b></del>	<del>75,346.00</del>	<del>29,550.00</del>
<b>Total Expenses</b>	<b>2,907,062.53</b>	<b>3,503,436.83</b>
<b>Excess of Revenues Over (Under) Expenditures</b>	<b>218,361.52</b>	<b>644,405.37</b>

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Balance Sheet Summary Report

Page: 1  
ACCT

Dated From: 1/01/2023  
Thru: 10/31/2023

Fund: 100 - GENERAL FUND

	Debit	Credit
<b>CASH AND MARKETABLE SECURIT</b>	823,258.60	
<b>TAXES &amp; SPEC. ASSMT. RECV'G</b>	4,036,411.43	
<b>ACCOUNTS RECEIVABLE</b>	792,421.37	
<b>DUE FROM OTHER GOVERNMENTS</b>		
<b>INVENTORIES AND PREPAYMENTS</b>	113,107.01	
<b>TOTAL ASSETS</b>	<b>5,765,198.41</b>	
<b>ACCOUNTS PAYABLE</b>		10,507.39
<b>DUE TO OTHER GOVERNMENTS</b>		2,144,993.92
<b>DUE TO OTHER FUNDS</b>		3,014.20
<b>DEFERRED REVENUES</b>	290.39	
<b>Undefined Level</b>		2,000.00
<b>LONG-TERM DEBT</b>		2,758,150.65
<b>TOTAL LIABILITY</b>		<b>4,918,375.77</b>
<b>RETAINED EARNINGS</b>	285,533.94	
<b>FUND BALANCES</b>		487,951.21
<b>TOTAL FUND EQUITY</b>		<b>202,417.27</b>
<b>2023 Revenues</b>		4,147,842.20
<b>2023 Expenditures</b>	3,503,436.83	

11/21/2023 11:42 AM

Balance Sheet Summary Report

Page: 2  
ACCT

Dated From: 1/01/2023  
Thru: 10/31/2023

Fund: 100 - GENERAL FUND

	Debit	Credit
<b>GRAND TOTALS</b>	<b>9,268,635.24</b>	<b>9,268,635.24</b>

**TOWN OF LA POINTE  
REGULAR TOWN BOARD MEETING  
November 14th, 2023  
4:45 PM AT TOWN HALL**

*Draft Minutes*

**Town Board Members Present:** Chair Glenn Carlson, Supervisor Michael Anderson, Supervisor Aimée Baxter (via zoom), Supervisor Samantha Dobson, Supervisor Sue Brenna

**Staff Present:** Town Administrator Michael Kuchta, Public Works Director Ben Schram, Town Clerk Alex Smith, Internal Accounting Coordinator Lauren Burtaux

**Public Present:** Paul Brummer, Charles Brummer, David Ehlen (via zoom), Jim Peters (via zoom)

**Call to Order: 4:45pm**

**I. Public Comment A\*:** Paul Brummer stated his opposition to section 3.1.4 (Pages 8 & 9) of the proposed Rental Ordinance. He asked that the "events" and "gatherings" section be removed from the Rental Ordinance due to it being unenforceable.

Charles Brummer stated similar concerns to the "events" and "gatherings" section of the Rental Ordinance.

David Ehlen commented on the Rental Ordinance and states it does not address the proliferation of investor-owned properties on the island, which is the hallmark of the Ordinance.

**II. Open Bids – Fire Number Sign Installation:** Two bids were opened, Joe Abbott and North Farm and Land. No action was taken at this time.

**III. Administrative Reports**

**A. Town Administrator's Report:** Prepared and presented by Michael Kuchta.

**B. Public Works Director's Report:** Prepared and presented by Ben Schram.

**C. MRF Supervisor's Report:** Prepared by Martin Curry.

**D. Airport Manager's Report & Checklist:** Prepared by Paul Wilham.

**E. Planning and Zoning Administrator's Report:** Prepared by Ed Schaffer.

**F. Accounting Report:** Prepared by Lauren Burtaux.

**G. Police Chief's Report:** Prepared by William Defoe

**H. Fire Chief's Report:** Prepared by Rich Reichkitzer.

**I. Ambulance Director's Report:** Prepared by Cindy Dalzell.

Placed on file by Unanimous Consent.

**IV. Public Works**

**A. Roads, Dock and Harbor**

**a. Hire non-CDL temp driver:** Motion to hire Karen Thomas as a temporary non-CDL driver at 18/hr from Nov 15<sup>th</sup>- Dec 31<sup>st</sup>, S. Brenna/S. Dobson, 5 Ayes, Motion Carried.

**B. Parks**

- a. Transfer 80 unused hours from Parks #1 to Roads: Motion to transfer unused hours, A. Baxter/S. Brenna, 5 Ayes, Motion Carried.
- b. Transfer 80 unused hours from Camp Host #2 to Camp Host #1: Motion to transfer unused hours, S. Brenna/A. Baxter, 5 Ayes, Motion Carried.

#### **V. Committees**

##### **A. Planning and Zoning**

- a. Rental Ordinance: Motion to postpone, S. Brenna/S. Dobson, 5 Ayes, Motion Carried.
- b. Service Contract between the Town of La Pointe and Lange Enterprises: Motion to accept the contract between Lange Enterprises for fire number signs, M. Anderson/S. Brenna, 5 Ayes, Motion Carried.

##### **B. Energy Committee**

- a. Resignation from Energy Committee: Motion to accept the resignation of Craig Buttke, M. Anderson/S. Dobson, 5 Ayes, Motion Carried.
- b. RFP for ESB Solar Installation: Motion to authorize request for proposals, M. Anderson/S. Dobson, 5 Ayes, Motion Carried.

#### **VI. Town Hall Administration**

- A. Letter of Engagement for 2023 audit: Motion to accept engagement with Baker Tilly, S. Brenna/S. Dobson, 5 Ayes, Motion Carried.
- B. Updates on Treasurer Job Posting: The Town has received one application and plans to interview and decide the next step from there.
- C. 2024 Budget: Motion to present the recommended 2024 budget in the amount of \$3,859,575.00, M. Anderson/S. Dobson, 5 Ayes, Motion Carried.

**VII. Vouchers:** Motion to approve the vouchers in the amount of 78,726.13, M. Anderson/S. Dobson, 4 Ayes, Motion Carried

#### **VIII. Minutes**

- A. Regular Town Board Meeting, October 24th
- B. Special Town Board Meeting, October 25th
- C. Special Town Board Meeting, October 26<sup>th</sup>
- D. Special Town Board Meeting, November 7<sup>th</sup>
- E. Special Town Board Meeting, November 9<sup>th</sup>

Motion to approve, S. Brenna/S. Dobson, 5 Ayes, Motion Carried.

**IX. Emergency Services:** Nothing at this time.

**X. Public Comment B\*\*:** Paul Brummer suggested that the TPC hold another public hearing to discuss the Rental Ordinance.

**XI. Liquor & Operators' Licenses:** Nothing at this time.

**XII. Lawsuits & Legal Issues:** No updates at this time.

The Town Board may go into closed session during the meeting for the purpose of conferring with legal counsel with respect to litigation in which it is or is likely to become involved in accordance with to Wisconsin Statutes 19.85 (1)(g). After the completion of the closed session, the Board will come back into open session to act upon the discussion in the closed session or otherwise complete the business of the meeting before adjourning.

- A. Petition with the Wisconsin Department of Revenue Regarding Ashland County
- B. Claim against Ashland County pursuant to WI Statute 893.80(1d)(a)
- C. Possible Lawsuit Against Ashland County

**XIII. New Agenda Items for Future Meetings**

**Rental Ordinance**

**Special Town Board Meeting next Wednesday**

**Schedule a Public Hearing for Rental Ordinance**

**Joint Powers Agreement**

**XIV. Adjourn: Motion to adjourn, S. Brenna/M. Anderson, 5 Ayes, Motion Carried.**

**Submitted by Town Clerk, Alex Smith**

**DRAFT**

**Town of La Pointe  
Special Town Board Meeting  
Monday, November 20th, 2023  
4:45 pm at the Town Hall  
Draft Minutes**

**Town Board Members Present:** Chair Glenn Carlson (via zoom), Supervisor Michael Anderson, Supervisor Aimée Baxter, Supervisor Samantha Dobson, Supervisor Sue Brenna  
**Staff Present:** Town Administrator Michael Kuchta, Town Clerk Alex Smith, Internal Accounting Coordinator Lauren Burtaux  
**Public Present:** None

1. Call to order: at 4:45pm.

2. Public Comment: None

3. Resolution #2023-1120: Tax Levy Proposal: Motion to propose the approval of an increase in the tax levy limit, M. Anderson/A. Baxter, 5 Ayes, Motion Carried.

4. Adjourn: Motion to adjourn, S. Brenna/A. Baxter, 5 Ayes, Motion Carried. 4:47pm

Submitted by Town Clerk, Alex Smith.

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**Town of La Pointe  
Special Town Board Meeting  
Wednesday, November 22nd, 2023  
4:00 pm at the Town Hall  
Draft Minutes**

**Town Board Members Present:** Chair Glenn Carlson (via zoom), Supervisor Michael Anderson, Supervisor Aimée Baxter, Supervisor Samantha Dobson (via zoom), Supervisor Sue Brenna  
**Staff Present:** Michael Kuchta Town Administrator, Alex Smith Town Clerk  
**Public Present:** Mike Starck, Tamara Packard (via zoom), Bryce Schoenborn (via zoom)

1. Call to order: at 4:45pm

2. Public Comment: Mike Starck notified the legal counsel that he has information regarding the potential lawsuits with Ashland County.

Motion to go into closed session, S. Brenna/A. Baxter, Roll Call, Motion Carried. 4:02pm

**3. Lawsuits & Legal Issues: Closed Session**

The Town Board may go into closed session during the meeting for the purpose of conferring with legal counsel with respect to litigation in which it is or is likely to become involved in accordance with Wisconsin Statutes 19.85 (1)(g).

- A. Petition with the Wisconsin Department of Revenue Regarding Ashland County
- B. Claim against Ashland County pursuant to WI Statute 893.80(1d)(a)
- C. Possible Lawsuit Against Ashland County

4. Adjourn: Motion to adjourn in closed session, S. Brenna/A. Baxter, 5 Ayes, Motion Carried.  
4:27pm

Submitted by Town Clerk, Alex Smith.

**Memorandum of Understanding**  
Between the Ashland County Sheriff's Office  
and  
La Pointe Fire Department

This Memorandum of Understanding (MOU) sets the terms and understanding in utilizing a backup system to normal paging activities, referred to as eDispatches, between the Ashland County Sheriff's Office (ACSO) and the La Pointe Fire Department

**Background**

Ashland County has challenges with the existing radio paging system. Terrain, tower location, number of towers, and budgeting all play major roles in limiting radio and pager coverage in Ashland County. There is a recognized need to expand pager coverage, without investing thousands of dollars in upgrades to the existing system. eDispatches is a service that alleviates that problem without the expense of additional tower sites while also providing greater flexibility of options to send notifications to responder-agencies.

**Purpose**

By utilizing the eDispatches system, pager coverage is effectively expanded by sending those pages, as text messages or voicemails, to cell phones of agency members. If an agency member is out of the normal pager coverage area, but has cell phone reception, the member will receive the page. Conversely, some areas in Ashland County have poor cell phone coverage, but are still within the pager coverage area. eDispatches is intended to supplement existing systems, not as a complete replacement as well as providing non-radio paging agencies greater flexibility in reaching on-call staff.

**Responsibility**

The following responsibilities will be borne by the Ashland County Sheriff's Office:

- Receiving the yearly invoice from eDispatches and in turn, invoice involved agencies responding in Ashland County, including the La Pointe Fire Department
- Maintaining the eDispatches equipment (located on-site at the Ashland County Sheriff's Office).
- Addressing concerns/questions from other agencies involved in the program.
- Adding/removing/updating names and phone numbers of agencies involved in the program unless arrangements have been made to grant an agency's designee access to the eDispatches system for the purpose of maintaining its userbase within an agreed upon number of users/recipients.
- If the invoiced amount has not been received from a partner agency within thirty (30) days of the date it is due, ACSO will consider this and prior MOUs null and void and remove said agency from the eDispatches service.

The following responsibilities will be borne by La Pointe Fire Department:

- Pay the included invoice amount due by the date indicated on the invoice.
- Maintain and service their existing cell phones, plans, etc. ACSO takes no responsibility for partner agency cell phones, plans, etc. whatsoever.

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- Provide any changes of agency members, phone numbers, or carriers to ACSO to maintain an updated list of users to the system.
- If identifying a designee to maintain its own userbase, acknowledging that ACSO is not responsible for maintaining same.

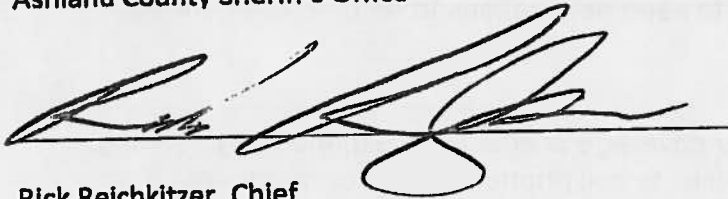
**Duration**

The duration of this MOU is one (1) year from the date of execution. As the end of that period approaches, the MOU will be re-evaluated by both parties, updated as necessary, and re-executed upon agreement. Also at this time, any invoicing changes will also be addressed.

If at any point any partner agency wishes to cancel the eDispatches service, written notice must be provided to the Ashland County Sheriff's Office. ACSO will process the cancellation within 30 days upon receiving it.

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Mark Hill, Public Safety Communications Director  
Ashland County Sheriff's Office



Rick Reichkitzer, Chief  
La Pointe Fire Department